



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

APRIL 15, 2003

PTAS

STINSON MORRISON HECKER LLP  
NANCY T. MORRIS  
1201 WALNUT, SUITE 2800  
KANSAS CITY, MO 64106-2150

**\*700027472A\***

\*700027472A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/04/2003

REEL/FRAME: 013566/0724

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BARLETTA, RAUL G.

DOC DATE: 02/21/2003

ASSIGNOR:

FENG, ZENGYU

DOC DATE: 03/04/2003

ASSIGNEE:

BOARD OF REGENTS, UNIVERSITY OF  
NEBRASKA-LINCOLN  
VARNER HALL  
3835 HOLDREGE STREET  
LINCOLN, NEBRASKA 68583

SERIAL NUMBER: 60434200  
PATENT NUMBER:

FILING DATE: 12/17/2002  
ISSUE DATE:

013566/0724 PAGE 2

MARCUS KIRK, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

Apr-04-03 01:47pm

From-STINSON MORRISON HECKER

04/04/2003  
700027472

| Form PTO-1898<br>(Rev. 10/02)<br>OMB No. 0651-0027 (exp. 6/30/2005)   |  | RECORDATION FORM COVER SHEET<br>PATENTS ONLY |  | U.S. DEPARTMENT OF COMMERCE<br>U.S. Patent and Trademark Office |  |
|---|--|--|--|---|--|
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.   |  |  |  |   |  |
| 1. Name of conveying party(ies):<br>Raul G. Barletta<br>Zangyu Feng<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |  | 2. Name and address of receiving party(ies):<br>Name: <u>Board of Regents, University of Nebraska-Lincoln</u><br>Internal Address: _____<br>_____<br>_____<br>Street Address: <u>Verner Hall</u><br><u>3835 Holdrege Street</u><br>City: <u>Lincoln</u> State: <u>NE</u> Zip: <u>68583</u><br>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |  |
| 3. Nature of conveyance:<br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other _____<br>Execution Dates: <u>February 21, 2003; March 4, 2003</u>   |  |  | 4. Application number(s) or patent number(s):<br>If this document is being filed together with a new application, the execution date of the application is: <u>N/A</u><br>A. Patent Application No.(s)<br><u>#60434,200</u><br>B. Patent No.(s)<br>_____<br>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |  |
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br>Name: <u>Nancy T. Morris</u><br>Internal Address: <u>Stinson Morrison Hecker LLP</u><br>_____<br>_____<br>Street Address: <u>1201 Walnut Suite 2800</u><br>_____<br>City: <u>Kansas City</u> State: <u>Missouri</u> Zip: <u>64108-2160</u>   |  |  | 6. Total number of applications and patents involved: <u>1</u><br>7. Total fee (37 CFR 3.41) \$ <u>40.00</u><br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br>8. Deposit account number:<br><u>18-4408</u><br>(Attach duplicate copy of this page if paying by deposit account)  |   |  |
| DO NOT USE THIS SPACE   |  |  |  |   |  |
| 9. Statement and signature.<br>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.<br><u>Nancy T. Morris, Reg. No. 42,017</u> <u>Nancy T. Morris</u> <u>4/3/03</u><br>_____<br>Name of Person Signing Signature Date<br>Total number of pages including cover sheet, enclosures, and documents: <u>3</u> |  |  |  |   |  |

**ASSIGNMENT AGREEMENT**

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Raúl G. Barletta, an individual having an address of 6623 Shenandoah Court, Lincoln, Nebraska 68510 and Zhengyu Feng, an individual having an address of 1632 West 6<sup>th</sup> Street, #C, Austin, Texas 78703 (hereinafter "Assignor(s)") hereby assign(s), transfer(s) and convey(s) to Board of Regents University of Nebraska-Lincoln, a University created and existing under and by virtue of the laws of the State of Nebraska, and having a principal place of business at 3835 Holdrege, Varner Hall, Lincoln, Nebraska 68583, its successors, legal representatives, and assigns (hereinafter "Assignee"), the Assignors' entire right, title and interest in and to the invention for a MYCOBACTERIUM SMEGMATIS RESISTANT TO D-CYCLOSERINE; in and to the provisional application filed on the 17<sup>th</sup> day of December 2002, and assigned Application No. 60/434,200 based thereon; in and to all patents to be issued pursuant to said application and any non-provisionals, divisionals, continuations, continuations in part, extensions, renewals, and reissues thereof; and in and to all applications for patents or similar legal protection which may hereafter be filed for said invention in any country, all patents or similar legal protection which may be granted for said invention in any country and all extensions, renewals and reissues thereof or legal equivalent thereof.

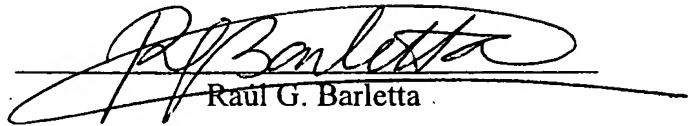
Assignor(s) hereby authorize(s) and request(s) the Director of Patents and Trademarks of the United States, and any official of any other country whose duty it is to issue patents or similar legal protection on said applications, to issue patents or similar legal protection for said invention to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term for which said patents or similar legal protection are or may be granted,

as fully and entirely as the same would have been held and enjoyed by Assignor(s) had this assignment not been made.

Assignor(s) hereby further agree(s), upon the request of Assignee, to execute any and all applications for non-provisionals, divisionals, continuations and/or continuations in part for said invention or improvements and any supplemental oath or declaration relating thereto, and any applications for the reissue or extension of any patent that may be granted upon said applications that Assignee may deem necessary or expedient. Assignor(s) further agree(s) that in the event any said application, or patent issued thereon, becomes involved in an interference, upon request of Assignee, Assignor(s) will cooperate to the best of its/their ability with Assignee in preparing the preliminary statement and giving and producing evidence in support thereof. Assignor(s) hereby agree(s) to perform, upon such request, any and all affirmative acts to obtain said patents or similar legal protection, and vest all rights therein in Assignee as fully and entirely as the same would have been held and enjoyed by Assignor(s) if this assignment had not been made.

Assignor(s) hereby covenant(s) and warrant(s) that as of the date hereof it/they is/are the true and lawful owner(s) of the entire, right, title and interest in said invention, applications, and patents which may issue pursuant thereto, that it/they has/have the full right and power to convey the same, that the same are free and clear of all liens, charges and encumbrances whatsoever, and that is/they has/have not executed and will not execute any agreement in conflict herewith.

WITNESS my hand and seal this 21<sup>st</sup> day of February, 2003.

  
Raúl G. Barletta

**ACKNOWLEDGMENT**

STATE OF Nebraska )  
 ) SS  
COUNTY OF Lancaster )

On this 21<sup>st</sup> day of February, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Raúl G. Barletta, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.




  
Notary Public

(SEAL)

My Commission Expires:

Dec. 23, 2004

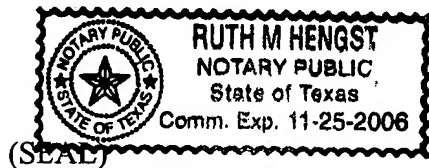
WITNESS my hand and seal this 4 day of March, 2003.

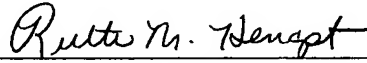
  
\_\_\_\_\_  
Zhengyu Feng

**ACKNOWLEDGMENT**

STATE OF Texas )  
 ) SS  
COUNTY OF Travis )

On this 4 day of March, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Zhengyu Feng, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:

11 | 25 | 2006